

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
Case No. 3:12-cv-693-GCM**

JOE HAND PROMOTIONS, INC.,

Plaintiff,

vs.

**YOUSEF ALZAGHARI,
INDIVIDUALLY and f/d/b/a
ALADDIN'S HOOKAH LOUNGE; and
ALADDIN'S, INC., a business entity
f/d/b/a ALADDIN'S HOOKAH
LOUNGE,**

Defendants.

ORDER

Pending before the court this 16th day of November, 2016, is Plaintiff's motion to enforce mediated settlement agreement. The Court finds the following:

1. That the Defendants and Plaintiff were represented by counsel during the mediation that took place on July 18, 2016.
2. That a settlement agreement was executed and entered into by both Defendants' and Plaintiff's counsel on behalf of their respective clients.
3. That a true and correct copy of the agreement was attached as Exhibit A to the Plaintiff's motion to enforce mediated settlement agreement [DE30].
4. That the terms of the agreement called for \$5,000 in payments to be made in the following manner:

- a. \$1,000 payment from Defendant to Plaintiff by August 8, 2016;
 - b. \$1,000 payment from Defendant to Plaintiff, by August 29, 2016; and
 - c. \$3,000 payment from Defendant to Plaintiff by January 18, 2016.
5. That the terms of the agreement called for a confession of judgment in the amount of \$13,000 to be executed by the Defendants in favor of the Plaintiff in case of any default in the payments by the Defendant.
6. That the first two payments were not made by the Defendants to the Plaintiff as set out above.
7. That a \$13,000 confession of judgment was not executed by the Defendants as agreed to in the settlement agreement.

The Court makes the following conclusions of law:

1. That the agreement attached as Exhibit A to the Plaintiff's motion to enforce mediated settlement agreement is valid and enforceable against the Defendants.
2. That the Defendant has defaulted in their obligations to pay as agreed above and to execute a \$13,000 confession of judgment in favor of the Plaintiff.

IT IS ORDERED:

1. That the Plaintiff's motion to enforce settlement agreement is GRANTED.
2. That the Court will entered a judgment in the instant case for \$13,000 in favor of the Plaintiff and against all defendants, jointly and severally, as a result of the default.

Signed: November 16, 2016



Graham C. Mullen
United States District Judge

